

BEHAVIORAL STANDARDS FOR EMPLOYMENT DISPUTE RESOLUTION

**PREPARED FOR EMPLOYEES OF:
REATA RESTAURANTS MANAGEMENT CO., LLC**

Amended and Restated May 1, 2014

These restated Behavioral Standards for Employment Dispute Resolution are effective on and after May 1, 2014. They affect your legal rights in resolving employment disputes with the Company by requiring ARBITRATION, INSTEAD OF COURTROOM LITIGATION, of covered Company and employee claims. Please read this booklet carefully and ask your Supervisor or the Human Resources Department if you have any questions.

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BEHAVIORAL STANDARDS FOR EMPLOYMENT DISPUTE RESOLUTION

PROGRAM HIGHLIGHTS

Why did the Company start this Program?

We are committed to you and the Company working together to maintain good relationships. But we know that sometimes these relationships can break down and result in misunderstandings or disagreements between us. Most work-related problems can be resolved by following the Behavioral Standards set out in the Company's Employee Handbook. But if you need to get help from the Company or otherwise need help resolving a problem, we've expanded on these standards by developing a four-step process called the Behavioral Standards for Employment Dispute Resolution. We believe that this Program is a faster and better way to solve work-related problems.

Who is covered by this Program?

This Program applies to all employees of JMK Holdings Management Company, LLC and its subsidiaries, affiliated employers, successors and assigns (the "Company").

What are the Program steps?

This Program has four steps:

Two Internal Steps - that take place inside the Company, and

Two External Steps - that require assistance from a neutral third party from outside the Company.

Your concern may be resolved in one Step, or require all four Steps. Each Step must be followed in sequence so that we have every opportunity to work together toward an agreeable resolution of the issue. Here is some more detail on each step:

INTERNAL PROCEDURES:

Step 1. Open Communication

Many times, problems arise because of simple misunderstandings. If you have a problem with another employee, you can go to them in private, with respect, and use problem-solving skills in order to resolve the problems. In other situations, talking it out one-on-one with your immediate Supervisor can usually solve the problems. If your Supervisor can't solve the problems, you can also bring them up the "chain of command" to other levels of management.

Step 2. Formal Review By Human Resources

Getting a third party involved in the process to hear both sides of the issue can sometimes be helpful. If you've already talked with your Supervisor and still feel like your problem hasn't been resolved, you can request in writing that Human Resources formally look into the problem.

To request a formal review, simply complete and sign a Dispute Processing Form and return a copy of the form to the Company's Human Resources Department. A designated representative of the Human Resources Department will investigate the situation, listen to all sides of the issue and then meet with you and the other person involved in order to discuss your available options, offer potential solutions and facilitate discussions between you and the other person.

EXTERNAL PROCEDURES:

Step 3. Mediation

If your work-related problem involves legally protected rights and you haven't resolved the problem through Step 1 and Step 2, you can request mediation by contacting the Company's Human Resources Department and completing another Dispute Processing Form. You must also submit a copy of your signed and completed Dispute Processing Form to the American Arbitration Association ("AAA") so that the AAA can then select a professional mediator to help with the problem.

The mediator will listen to both sides of the story, ask questions and help both parties focus on the strengths and weaknesses of their side of the story. The mediator will not make a final and binding decision – he or she provides experience in resolving similar types of disputes, provides an outsider's point of view and guides you and the Company towards reaching an acceptable solution.

Step 4. Final and Binding Arbitration

If you have a work-related problem that involves a legally protected right that could not be settled through Steps 1, 2, or 3 of the Program, you may request arbitration. Arbitration is a process where both you and the Company agree to have impartial outside persons make a final decision that you and the Company must follow. The outside persons – called arbitrators – act like a judge and jury in the arbitration process. They listen carefully to the information each party presents, make a decision on the problem and decide what damages, attorneys' fees or other awards are appropriate (if any). The goal of arbitration is to resolve problems quickly, fairly, and finally. To request arbitration, simply complete another Dispute Processing Form and return it to both the Human Resources Department and the AAA. You and the Company will need to choose three arbitrators from a list of arbitrators that will be provided by the AAA.

Arbitration offers essentially the same protections as a court of law. You keep your legal right to seek damages for such things as discrimination, sexual harassment, slander and wrongful termination. It is only the *process* that changes – from a lengthy, expensive trial to a quick resolution with fair, experienced arbitrators. And the arbitrators, just like a judge or jury, have the authority to make a legally binding decision and award you anything you might seek through a lawsuit.

Is the process mandatory?

Yes. The Program is a mandatory condition of your employment, which you accepted and agreed to by becoming employed or continuing your employment with the Company at any time on or after January 1, 2002. This restated Program is now effective May 1, 2014.

What kinds of disputes are covered under the Program?

Steps 1 and 2 covers disputes that involve either your legally protected rights or other non-legal matters. Examples of non-legal disputes include things like problems with your schedule, work assignments, vacation and sick days and violations of Company policies or procedures.

Steps 3 and 4 only cover disputes that involve legally protected rights. Examples of disputes involving legally protected rights include things like claims of harassment or discrimination.

A more complete list of disputes covered under this Program is provided within this Program booklet.

What are the advantages of the Program?

Fast Decisions

When a problem is taken to court, it often takes years to conclude. During that time, your time, money and energy that could be better used is tied up with paying expensive legal fees and court costs, having delays and wading through endless paperwork. But with arbitration, hearings can often be scheduled within a month or so of your request and decisions can be reached in just a few months.

Fair Decisions

Courts hear all types of cases ranging from car accidents to divorces. Judges and juries do not specialize in solving work-related problems. But arbitrators do. More importantly, the arbitrators are objective and do not have any relationship with the Company.

Better Relationships

By talking things out in an open and honest manner, many times the relationship is improved while solving the problem. When each party hears the other point of view, understanding increases and so does the likelihood of reaching an agreement.

PROGRAM DETAIL

You and The Company Working It Out

We value you and the unique talents you bring to work every day. We understand, however, that problems can occur even in the best workplaces.

Many issues or disagreements that arise at work can be resolved by simply following the Behavioral Standards set out in the Company's Employee Handbook. Those standards set the requirements for how we deal with each other at the Company. If you have a problem with another Company employee, in most cases we encourage you to first meet with them in private, with respect, and use the problem solving skills outlined in the Employee Handbook's Behavioral Standards to resolve the problem.

However, if you need to get some help from the Company or otherwise have a problem that still needs to be resolved, we want to be sure that everyone knows exactly what process to follow. We want to address any employment dispute immediately, in a way that is **fair, fast and responsive**.

Our Behavior Standards For Employment Dispute Resolution (which we will call the “Program” in this booklet) help us resolve differences together in a timely and objective manner. At the same time, they provide a **process that protects your legal rights**.

You Are Automatically Covered By The Program

The procedures set forth in this booklet are mandatory procedures that became effective January 1, 2002. This restated Program is now effective May 1, 2014, and applies to all persons employed with the Company on that date and all persons hired or re-hired after that date.

You must use this restated Program as the only way to address employment disputes that are covered under this Program and that arise on or after May 1, 2014. This restated Program also applies to disputes that relate to matters occurring before May 1, 2014, if you have not filed a complaint with a government agency or court of law before that date. **This restated Program is a mandatory condition of your employment, which you accept and agree to by receiving a copy of this Program booklet and becoming employed or continuing your employment with the Company at any time on or after May 1, 2014.**

Neither your signature nor any other written agreement to this Program is necessary in order for this Program to apply to the covered claims listed below.

A Better Way To Solve Concerns

We are committed to building strong, working relationships. We do that in many ways, including the Dispute Resolution Program. This Program has four steps: Steps 1 and 2 are **Internal Procedures** (in other words, they take place inside the Company) and Steps 3 and 4 are **External Procedures** (that take place outside the Company):

Internal Procedures

Step 1: Open Communication

Step 2: Formal Review By Human Resources

External Procedures

Step 3: Mediation

Step 4: Final and Binding Arbitration

Your concern may be resolved in one Step, or require all four Steps. Each Step must be followed in sequence so that we have every opportunity to work together toward an agreeable resolution of the issue.

INTERNAL PROCEDURES

Step 1: Open Communication

We have the resources to help you. Just ask!

Our door is always open. The Program builds on our current foundation of trust and openness by defining a process that encourages you to first talk to the right Company person - a person who can help when you have a work-related question or concern.

If you have a problem with another employee, you **can go to them in private, with respect**, and request a change using effective confrontation or problem solving skills. If you are confronted, **be open, non-defensive**, try to understand and try to resolve the issue.

Other times, questions or concerns you have can be resolved quickly if you talk directly to your immediate Supervisor. Your Supervisor wants to keep the business running smoothly, and that includes quickly and fairly addressing any concerns that arise. If your immediate Supervisor is unable to resolve the problem, you should bring your concerns to the level of Company management required to solve the problem.

Many times, an issue can be resolved simply by opening the lines of communication with the other employee involved, your Supervisor, or another member of the Company's management team. And remember, whatever the issue, our team is committed to seeing that your concerns are addressed. However, if you are not satisfied with the decision or assistance provided under Step 1, you may go to Step 2 of this Program.

Step 2: Formal Review By Human Resources

Formalize Your Concern and Take It to Human Resources

Sometimes it just helps to get another person at a higher level involved in the process, to listen to both sides of an issue objectively, and to offer some fresh ideas. If you've already talked with another person involved or your immediate Supervisor about your problem and still feel that your questions haven't been answered to your satisfaction, or if you feel that the other employee, your Supervisor or other members of the Company's management team are not the appropriate persons to address your concern, you can request that the Human Resources Department get involved formally. To do this, simply complete a "Dispute Processing Form." This form asks you to identify your specific problem and serves as a formal written request for the Human Resources Department to get involved. A designated representative of the Human Resources Department will investigate the situation, listen to all sides of the issue, and determine possible options for resolving any conflict. Here is the process to follow under Step 2 of the Program:

Complete A "Dispute Processing Form"

These forms are available from the Company's Human Resources Department. You will need to mark the box "Request for Formal Review," then describe the facts relating to your concerns and how you believe these concerns should be resolved. Hand-deliver

or send the completed form to the Human Resources Department by certified mail, with return receipt requested. The address is on the form. Keep a copy of the form for your records.

Investigation

Once the Human Resources Department receives your request, its designated representative will investigate the situation by reviewing any relevant documents, talking with you and interviewing any other appropriate people. Your concern will be investigated as promptly, thoroughly, and confidentially as possible.

Meet With the Human Resources Department

The Human Resources Department's designated representative will meet with you and any other person involved as promptly as possible to offer potential solutions. He or she will then guide the discussion and try to help resolve the problem. However, it is up to both you and the other party (or a Company representative) to reach an agreement. The designated representative may not make a final and binding decision, but he or she does help open the lines of communication so that you can get your concern resolved as easily as possible.

Hopefully, an acceptable solution can be found. But if not, the designated representative will review any other available options with you, including those that are described in the External Procedures section of this booklet.

What Claims Are Covered by These Internal Procedures?

Instead of courtroom litigation, you must use the Internal Procedures in this Program to resolve all covered work-related problems you have now or in the future with the Company, its officers, members, managers, directors, owners, current or former employees, representatives, agents, or affiliated companies.

Examples of claims that are covered under the Internal Procedures of this Program include:

- Problems with your schedule, work assignment, shift assignment, vacation, sick days, disputes involving job performance, violation of a Company policy or procedure, or any other disputes with management or co-workers that **do not** involve a legally protected right.
- Claims for harassment (including, but not limited to, sexual harassment).
- Claims for discrimination (including, but not limited to, claims based on race, sex, religion, national origin, veteran status, age, pregnancy, medical condition, handicap or disability), whether such claims arise under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Pregnancy Discrimination Act, the Equal Pay Act, the Texas Commission on Human Rights Act or other similar laws.
- Any claim for wages or other compensation.
- Claims related to a leave of absence, reinstatement rights or similar rights provided in accordance with state or federal law, such as the Family and Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act.
- Claims for breach of any contract, covenant or warranty (express or implied).

- Claims for other damage to person or property (including, but not limited to, any form of tort claim for physical or psychological damage, harm or injury, such as assault, battery, occupational injury, negligent hiring/training/supervision/retention, or emotional distress, or defamation), whether allegedly caused by negligence, gross negligence, or an intentional act.
- Claims for discharge in violation of common law, statute, regulation or ordinance (wrongful termination); including, but not limited to, retaliatory discharge claims, whether brought under Chapter 451 of the Texas Labor Code or other law.
- Claims for violation of any other noncriminal federal, state or other governmental common law, statute, regulation or ordinance, regardless of whether the common law doctrine was recognized or whether the statute, regulation or ordinance was enacted before or after the effective date of this Program.

Although this Program will apply to any of the above claims, it does not prevent the Company from applying other Company policies and procedures to your employment (for example, disciplinary and safety rules).

What Claims Are Not Covered by These Internal Procedures?

Steps 1 and 2 of the Program do not cover:

- Claims covered under mediation and/or arbitration provisions contained in an Employment Agreement between you and the Company that was entered into prior to May 1, 2014.
- Any criminal complaint or proceeding.
- Claims for benefits or other relief under any employee benefit plan sponsored by the Company (these plans have their own internal claim review process).
- Claims for workers' compensation or unemployment insurance benefits.

The Program also does not prevent you from filing a charge or administrative proceeding with any local, state or federal administrative agency, such as the Equal Employment Opportunity Commission or the National Labor Relations Board.

The Benefits of Open Communication and Formal Review By Human Resources

Fast Answers

When you talk directly to the person involved, your immediate Supervisor or someone higher in the "chain of command," you open up communication lines, which often results in a simple, quick solution to the problem.

Better Relationships

By talking things out in an open and honest manner, many times the relationship is improved while solving the problem. When each party hears the other point of view, understanding increases and so does the likelihood of reaching an agreement.

Confidentiality

If appropriate, the Human Resources Department's designated representative can offer confidential advice. He or she can offer suggestions as well as direction on the best approach for getting the answers you need.

EXTERNAL PROCEDURES

External Procedures (that take place outside the Company) include "Mediation" and "Final and Binding Arbitration." These are Steps 3 and 4 of the Program. Although the Internal Procedures covers disputes involving both your legally protected rights and other non-legal matters, **these External Procedures only apply to disputes involving legally protected rights. If your problem does not involve a legally protected right (for example, problems with your schedule, work assignments, vacation/sick days and violations of Company policies), you must resolve your problem through the Internal Procedures of the Program.**

BOTH YOU AND THE COMPANY ARE REQUIRED TO FOLLOW THESE EXTERNAL PROCEDURES FOR ALL COVERED CLAIMS. YOU CANNOT PURSUE A LAWSUIT IN COURT AGAINST THE COMPANY AND THE COMPANY CANNOT PURSUE A LAWSUIT IN COURT AGAINST YOU ON THE BASIS OF ANY OF THESE COVERED CLAIMS. THIS PROGRAM IS EQUALLY BINDING UPON YOU AND THE COMPANY AND WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING COVERED CLAIMS.

Neither you nor the Company shall be entitled to a bench or jury trial on a claim covered by this Program. This Program applies to you regardless of whether you have completed and signed a Dispute Resolution Program Receipt or similar written receipt.

What Claims Are Covered By These External Procedures?

Instead of courtroom litigation, you and the Company must use the External Procedures in this Program (Mediation and Arbitration) to resolve work-related problems involving legally protected rights. This includes all claims listed below that you have now or in the future against the Company and/or its officers, members, managers, directors, owners, current or former employees, representatives, agents, or affiliated companies. **This also includes any legal or equitable claims, allegations or disputes arising out of or in connection with your employment, the terms and conditions of employment, or the termination of employment. This also includes any controversy or claim arising out of or relating to the interpretation or enforceability of any provision of this Program document, an employee training program or the Dispute Resolution Program Receipt form.** Any such claim by you must involve an allegation that the offending party acted *illegally* (as opposed to arbitrarily or without cause).

Examples of claims covered by the Mediation and Arbitration portions of this Program (Steps 3 and 4) include:

- Claims for harassment (including, but not limited to, sexual harassment).
- Claims for discrimination (including, but not limited to, claims based on race, sex, religion, national origin, veteran status, age, pregnancy, leave of absence, medical condition, handicap or

disability), whether such claims arise under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Pregnancy Discrimination Act, the Equal Pay Act, the Texas Commission on Human Rights Act or other similar laws.

- Any claim for wages or other compensation.
- Claims related to a leave of absence, reinstatement rights or similar rights provided in accordance with state or federal law, such as the Family and Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act.
- Claims for breach of any contract, covenant or warranty (express or implied).
- Claims for other damage to person or property (including, but not limited to, any form of tort claim for physical or psychological damage, harm, or injury, such as assault, battery, occupational injury, negligent hiring/training/supervision/retention, or emotional distress, or defamation), whether allegedly caused by negligence, gross negligence, or an intentional act .
- Claims for discharge in violation of common law, statute, regulation or ordinance (wrongful termination), including, but not limited to, retaliatory discharge claims, whether brought under Chapter 451 of the Texas Labor Code or other law.
- Claims for violation of any other noncriminal federal, state or other governmental common law, statute, regulation or ordinance, regardless of whether the common law doctrine was recognized or whether the statute, regulation or ordinance was enacted before or after the effective date of this Program.
- The determination of whether a claim is covered by the terms of this Program.

This list of covered claims includes claims that are brought by you or your representatives, parents, guardians, assigns, beneficiaries, spouse, children or heirs (including, but not limited to, any survival or wrongful death claims).

What Claims Are Not Covered By These External Procedures?

Steps 3 and 4 of this Program do not cover:

- Claims covered under mediation and/or arbitration provisions contained in an Employment Agreement between you and the Company that was entered into prior to May 1, 2014.
- Any criminal complaint or proceeding.
- Restitution by an employee for a criminal act for which he or she has been found guilty, or has pled guilty or no contest, or if the criminal proceedings have been resolved by a deferred adjudication.
- Claims for benefits or other relief under any employee benefit plan sponsored by the Company, including but not limited to the Company's Occupational Injury Benefit Plan.
- Any claim by the Company for equitable relief for employee violation of a contract, a covenant against competition or the use or disclosure of trade secrets or other confidential information.
- Claims that **do not** involve legally protected rights, such as problems with your schedule, work assignment, shift assignment, vacation/sick days, or job performance (you must resolve these problems under the Internal Procedures specified above).
- Claims for workers' compensation or unemployment insurance benefits.

These non-covered claims do not have to be submitted to mediation or arbitration. **The mediator (or, if necessary, the arbitrators) will determine whether any particular claim or person is subject to the External Procedures under the terms of this Program.** And as mentioned above, our Program does not prevent you from filing a charge or administrative proceeding with any local, state or federal

administrative agency such as the Equal Employment Opportunity Commission or the National Labor Relations Board.

Here's how Steps 3 and 4 work:

Step 3: Mediation

Get an Outside, Neutral Party Involved

Even with the best of intentions, an outside perspective is sometimes needed to solve a problem and reach an agreement. That's what this Step is all about. In Step 3, a professional mediator listens objectively to both sides of the story, asks questions, and then offers creative solutions to help you and the other party reach an agreement.

If you tried Steps 1 and 2 but the problem is still not resolved, you can request mediation. Here's what to do:

Complete A "Dispute Processing Form"

These forms are available from the Company's Human Resources Department.

- Mark the box "Request for Mediation," then describe the facts related to your claims, the basis for your claims, and how you believe your claims should be resolved.
- Send two copies of the form to the AAA, the organization that will designate the mediator and administer the mediation process (unless you and the Company agree otherwise in writing). The address of the AAA is on the form. Send the forms by certified mail, with return receipt requested. Include your filing fee payment as described below.
- Send one copy to the Company at the Company address indicated on the form. Hand deliver the form or send it by certified mail, with return receipt requested.
- Keep a fourth copy of the form for your records.

The AAA makes sure the mediation process is neutral and follows specific guidelines. More information about the AAA is found below.

Choosing a Mediator

The mediation will be held before a single mediator. Once the AAA receives a request for mediation and all administrative fees are paid (as described below), it sends both you and the Company a list of neutral mediator candidates who have been pre-screened by the AAA for potential conflicts of interest.

You and the Company must strike names on the list, rank the remaining names in order of preference and return the list to the AAA within the timeframe specified by the AAA Rules. If a party does not return the list within this timeframe, the AAA will consider all names on the list as being acceptable to that party. The AAA will then designate the mediator in accordance with

the persons who have been approved on both lists and the parties' designated order of mutual preference. If this process does not yield a mediator, the AAA will designate the mediator.

Filing and Mediation Fees

The AAA charges a fee for filing a request for mediation. In addition to this filing fee, a fee must be paid to the mediator for his or her services. **If you request mediation, your share of these fees will be the standard employee filing fee specified under then-current AAA Employment Arbitration Rules and Mediation Procedures. This fee must be paid when you file the Dispute Processing Form.** The Company will pay any remaining AAA filing fees as well as all other fees and expenses charged by the mediator or the AAA for this process. However, you may elect to pay up to one-half of these fees and expenses if you so desire. All fee payments are processed through the AAA, and the mediator generally has no knowledge with regard to which party pays the fees and expenses.

You are also responsible for paying:

- Your attorney fees, if you choose to have legal representation.
- Any costs for witnesses you call (other than Company employee witnesses as described below).
- Any costs to produce evidence you request.
- Any other costs you have that are related to the mediation process (except as specified in this Program).

Lost Wages and Travel Expenses

If the mediation occurs on a day that you would otherwise be scheduled to work for the Company, the Company will also pay your regular wages or salary for that day. Of course, you should know the date of the mediation far enough in advance in order to make any necessary changes in your work schedule. If another current Company employee's presence is needed at the mediation, the Company will also cover that employee's regular wages or salary for missed work. The mediator will resolve any disagreement between you and the Company over scheduled workdays or the need for any particular fellow employee to attend the mediation. Finally, the Company will pay any of your reasonable travel expenses in accordance with the Company's travel policy.

Meet With The Mediator

The AAA will work with you and the Company to find a time and place that is convenient for all parties to meet, as a group or individually, with the mediator. The mediator will listen to both sides of the story, ask questions and help the parties focus on the strengths and weaknesses of their positions. All mediations will follow the then-current AAA Employment Arbitration Rules and Mediation Procedures (the "AAA Rules"), except to the extent this Program states otherwise.

Resolve the Problem

In mediation, it is up to you and the Company to reach an agreement. The mediator does not make a decision for you. The purpose of the mediator is to open the lines of communication and offer possible solutions to help you and the Company reach an agreement that resolves the problem.

The Benefits of Mediation

Another Perspective

By involving an outside third party (the mediator), you expand on thinking power. This means more options, more solutions and more new ideas. In addition, the mediator often specializes in solving employment problems and provides a level of experience in this area that you and the Company would not otherwise have.

Objective Advice

The mediator is neutral. He or she is not on the Company's side or on the employee's side. The mediator's job is to listen to both sides and help the two parties reach agreement by opening up the lines of communication. The mediator is not a decision-maker.

A Win-Win Solution

Because the mediator does not decide in favor of one party over another, but rather helps by bringing the two sides together to find common ground, mediation often results in a win-win solution.

Step 4: Final and Binding Arbitration

Get a Skilled Decision-Maker Involved

Sometimes a problem needs a final and binding decision from persons outside the Company....persons who know the issues and have the experience and expertise to make wise, fair judgments. That's what happens in Step 4. **If you have a work-related problem that involves a legally protected right and has not been resolved through the earlier Steps of the Program, you can request arbitration -- a process where both you and the Company have an impartial, outside party make a final decision that is legally binding on you and the Company.**

Arbitration is a process in which a panel of skilled arbitrators (similar to a judge or jury) hears both sides of the situation and then makes a final and binding decision.

Decisions by the arbitrators are generally required to be made according to the same principles of law that control decisions by courts. Arbitrators can award the same damages or remedies as a court of law.

Here's how the process works:

Request Arbitration in a Timely Manner

A request for arbitration must be filed (as described below) within the applicable statute of limitations (this is the period of time the law would otherwise allow for filing a lawsuit on that type of claim). As a general rule, arbitration can only be requested if you have first made sincere efforts to resolve your dispute through Open Communication, Formal Review By Human Resources, and Mediation. **BUT IF FOR ANY REASON THE ABOVE TIME LIMIT ON REQUESTING ARBITRATION IS GOING TO EXPIRE BEFORE COMPLETING THOSE FIRST THREE STEPS OF THIS DISPUTE RESOLUTION PROGRAM, YOU SHOULD PROCEED WITH MAKING YOUR REQUEST FOR ARBITRATION. IF A TIMELY REQUEST FOR ARBITRATION IS NOT MADE, THE CLAIM WILL BE VOID AND DEEMED WAIVED.**

The day the act complained of occurred will be counted for purpose of determining the applicable statute of limitations. **The filing of a lawsuit in court will not toll the running of the applicable statute of limitations to request arbitration of a claim, nor will the doctrine of equitable tolling apply to extend the statute of limitations period for the party to request arbitration.**

Complete A "Dispute Processing Form"

These forms are available from the Company's Human Resources Department.

- Mark the box "Request for Arbitration," then describe the facts related to your claims, the basis for your claims, and how you believe your claims should be resolved.
- Send two copies of the form to the AAA, the organization that will administer the arbitration process (unless you and the Company agree otherwise in writing). Their address is on the form. Send the forms by certified mail, with return receipt requested. **Include your filing fee payment as described below.**
- Send one copy to the Company at the Company address indicated on the form. Hand deliver the form or send it by certified mail, with return receipt requested.
- Keep a fourth copy of the form for your records.

If the Company wishes to use arbitration, the Company must give written notice to you at the last address recorded in your Company personnel file.

Additional Filing Requirements

The party requesting arbitration must specifically identify and describe in the written notice all claims asserted and the facts on which the claims are based. The responding party shall have the ability to file special exceptions with the arbitrators on the basis that the written notice does not satisfy the requirements of this Program.

If after expiration of the applicable statute of limitations (i) a court has ordered the parties to arbitrate, and (ii) such court for whatever reason has determined that the claim is not void or

deemed waived, then the party that is compelled to arbitrate must initiate a claim for arbitration with the AAA and serve the other party within 30 days of such order or the party's claim shall be void and deemed waived. Such notice must be given in the manner described above.

The identification of the AAA as the designated arbitration administrator is not integral to this Program so as to render the Program null and void. If for any reason the AAA is no longer available for the administration of this Program, the Company shall notify you so that you can submit the proper Notice of Arbitration forms with the independent arbitration administrator approved by the Company.

Filing and Arbitration Fees

To use the arbitration process, certain administrative fees must be paid: a filing fee and the arbitrators' fees. The filing fee is charged by the AAA for coordinating the arbitration process. The arbitrators' fees are the payment for their services. **If you request arbitration, your portion of this filing fee will be the standard employee arbitration filing fee specified under then-current AAA Employment Arbitration Rules and Mediation Procedures and must be paid at the time you file the Dispute Processing Form (or, if this Program is challenged by an employee, when arbitration is compelled by court order).**

The Company will pay a nonrefundable arbitration filing fee equal to the standard employer filing fee specified under then-current AAA Rules. The Company will also pay any remaining AAA filing fees, as well as all other fees and expenses charged by the arbitrators or the AAA for this process. However, you may elect to pay up to one-half of these fees and expenses if you so desire. All fee payments are processed through the AAA, and the arbitrators generally have no knowledge with regard to which party pays the fees and expenses.

If the arbitrators find completely in your favor, the Company will reimburse your portion of the filing fee. If the Company initiates the arbitration (other than through a Motion to Compel Arbitration), you pay no filing fees.

You are also responsible for paying:

- Your attorney fees, if you choose to have legal representation (as described below).
- Any costs for witnesses you call (other than Company employee witnesses as described below).
- Any costs to produce evidence you request, including, but not limited to, deposition costs or discovery requests.
- Your costs for any stenographic recording and/or transcript (as described below).

A Few Exceptions

In certain arbitration cases, attorney fees and other expenses may be assessed against you or the Company. Here are some guidelines to keep in mind:

- The arbitrators may award to you or the Company reasonable attorney fees and costs as may be authorized by applicable law. For example, the arbitrators may assess attorney fees against you or the Company if either party makes a claim that is frivolous, or is

factually or legally groundless, or if there is a written agreement that provides for a payment of attorney fees.

- If, during the arbitration process, you attempt to use a method other than arbitration to resolve a covered claim (for example, filing a lawsuit), the arbitrators may require you to pay reasonable attorney fees or other expenses the Company incurs in resolving the situation and obtaining dismissal of your actions. Likewise, the Company can be required to pay reasonable attorney fees if the Company fails to use arbitration for resolving a covered claim.

Lost Wages and Travel Expenses

If the arbitration occurs on a day that you would otherwise be scheduled to work for the Company, the Company will also pay your regular wages or salary for that day. Of course, you should know the date of the arbitration hearing far enough in advance in order to make any necessary changes in your work schedule. If another current Company employee's presence is needed at the arbitration, the Company will also cover that employee's regular wages or salary for missed work. The arbitrators will resolve any disagreement between you and the Company over scheduled workdays or the need for any particular fellow employee to attend the arbitration. Finally, the Company will pay any of your reasonable travel expenses in accordance with the Company travel policy.

Choosing The Arbitrators

The arbitration shall be held before a panel of three arbitrators. Once the AAA receives a request for arbitration and all administrative fees are paid (as described below), it sends both you and the Company a list of neutral arbitrator candidates who have been pre-screened by the AAA for potential conflicts of interest. **Unless otherwise agreed to in writing by you and the Company, each selected arbitrator (1) shall be an attorney licensed to practice in the State of Texas with experience in personal injury litigation, and (2) shall be selected from the panel of arbitrators maintained by the AAA regional office in Fort Worth, Texas.** Any disclosures that are mandated by applicable law regarding the arbitrator candidates will be made at this time, and the AAA will also provide both you and the Company with a brief description of the background and experience of each arbitrator candidate.

- Either you or the Company may challenge an arbitrator candidate for cause, and the AAA will rule on such challenges. If a challenge for cause is upheld, a replacement name will be given to you and the Company.
- Following any challenges for cause, you may strike one name from the final list and then rank the other arbitrator candidates in order of preference. The Company will do likewise.
- If a party to the arbitration fails to return the final list to the AAA within the timeframe specified by the AAA Rules, the AAA will consider all names on the list as being acceptable to that party.

- If you and the Company strike different candidates and only three names remain on the list, the remaining arbitrator candidates will become the arbitrators.
 - If there are more than three candidates remaining after the strikes, the three candidates with the highest total ranking will become the arbitrators.
 - If there are less than three candidates remaining after the strikes, the parties shall again go through the same selected process in order to determine the additional arbitrator(s) necessary for completion of a three arbitrator panel
 - To the extent that this process does not result in selection of three arbitrators, the AAA will designate the additional arbitrator(s) necessary for completion of a three arbitrator panel.
- The parties shall appoint a chairperson to the arbitration panel within 15 days from the date of the appointment of the last appointed arbitrator. If the parties are unable to make such appointment within this timeframe, AAA may appoint the chairperson.
- If any arbitrator so selected becomes unable to serve for any reason, the parties shall again go through the same selection process in order to replace the vacated arbitrator.

Arbitrator Authority

The arbitrators, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretations, applicability, enforceability or formation of this Program including, but not limited to, any claim that all or any part of this Program is void or voidable.

- The chairperson of the arbitrators shall be authorized to resolve any disputes concerning the pre-hearing exchange and production of documents and information by any reasonable means within his or her discretion, including without limitation, the issuance of orders necessary to enforce the procedures of this Program.
- **At any time, the arbitrators will have the authority to consider and grant motions consistent with the Texas Rules of Civil Procedure (or Federal Rules of Civil Procedure, if applicable), including, but not limited to, motions to dismiss or motions for summary judgment.**
- The arbitrators are authorized only to rule on the claims set forth in the original written notice, any counterclaim(s), and the answer(s) made to such claims and counterclaims. The arbitrators are not authorized to modify the powers granted under this Program or to make any award merely on the basis of what they determined to be just or fair.
- **The arbitrators shall also not commingle the standards for state law determinations or remedies (for example, negligence claims and special damage awards) with the standards for federal law determinations and remedies that may or may not be subject to this Program (for example, ERISA benefit eligibility and ERISA damage awards are not subject to arbitration).**

Preliminary Hearing Procedures

The arbitrators can help resolve any procedural problems through the AAA prior to the actual arbitration hearing. Here is how this can be done.

Preliminary Hearing

After arbitrator selection, a preliminary hearing with the arbitrator chairperson may be scheduled by the AAA, upon request by you, the Company or the AAA. At that hearing, the chairperson (with input from you and the Company) may narrow the issues, establish a discovery schedule, arrange an acceptable procedure for any motion proceedings and arrange for the earliest and most efficient hearing possible of the dispute.

Discovery

Discovery will be at the discretion of the arbitrators and allowed only upon a showing of good cause, utilizing the following guidelines:

- Only one deposition of a witness will be allowed as a matter of right for you and the Company. In addition, only one set of written interrogatories and one document request, each limited to 20 inquiries, will be allowed. If expert witnesses are going to testify at the hearing, their names and addresses and the subjects of their testimony must be disclosed at least 30 days before the hearing.
- The arbitrator chairperson will have discretion to order any further pre-hearing exchange of information, including, but not limited to, document production, information requests, depositions, subpoenas, and summaries of expected testimony, and can issue such protective orders as deemed necessary or appropriate to protect the privacy or other constitutional or statutory rights of the parties and/or witnesses.

A Hearing Is Held

The arbitration hearing is an opportunity for you and the Company to present testimony and documentation about the issues that are in dispute. The AAA will work with you, the Company, and the arbitrators to find a time and place that is convenient for all parties to meet. **The arbitrators use the information presented at the hearing to make a final and binding decision.** If you request arbitration, you usually present your information first, unless the arbitrators decide to let the Company present first. The burden of proof for any claim brought to arbitration by either party will be the same burden of proof that exists in a court.

Arbitration Procedures

The arbitrators conduct the hearing so that all evidence and arguments are presented fully and efficiently. **All arbitrations (prior, during, and after the hearing) must follow the then-current American Arbitration Association's Employment Arbitration Rules and Mediation Procedures, except to the extent this Program states otherwise.** Procedures not mentioned here or in the AAA rules will be resolved by you and the Company, or by the arbitrators if you and the Company cannot agree.

- Once appointed, the arbitrators will resolve all disputes about the interpretation and applicability of these rules, including disputes relating to the duties of the arbitrators and the conduct of the arbitration hearing. The resolution of issues by the arbitrators is final.
- No written submissions, arguments or testimony during the arbitration proceedings may be used as the basis of a defamation claim.

Hiring An Attorney or Bringing a Non-Attorney Representative

Both you and the Company may have an attorney (or other representative) during the pre-arbitration procedures and the arbitration hearing. If you elect to not have an attorney represent you at the arbitration hearing, the Company will also participate in the hearing without an attorney. Each party shall be responsible for their own attorney's fees, if any. However, if any party prevails on a statutory claim which allows the prevailing party to be awarded attorney's fees, or if there is a written agreement providing for such fees, the arbitrators may award reasonable attorney's fees to the prevailing party.

Recording the Hearing

The hearing will not be recorded by a stenographer (or other means) unless a stenographer is requested by you or the Company. If a stenographer is requested, the party making the request incurs the cost. If both parties request a stenographer, the cost will be shared equally.

Failure to Attend

If you or the Company fail to attend a scheduled arbitration hearing without good cause (as determined by the arbitrators), any claim brought by the party failing to attend will be dismissed and cannot be pursued further.

A Decision Is Made

Based on the evidence presented at the hearing, the arbitrators will make a final and binding decision. All issues that may be dispositive with respect to a claim will be ruled on by the arbitrator. The final decision and the arbitration award, if any, shall be made consistent with the remedies available under the state or federal statute, common law, code or regulation that is the subject of the claim. The arbitrators can award to the winning party the same recovery that the party would be entitled to in a court of law (and such award will also be subject to the same limitations used by courts of law, such as statutory limitations on punitive damages). The arbitrators' decision will not be used as a precedent for any subsequent cases.

- **Unless you and the Company agree otherwise, the arbitrators will make a final and binding decision within 30 days after the hearing is closed.**
- **The arbitrators' decision shall be rendered in writing, shall include a reasoned opinion necessary to support the arbitrator's decision and shall be signed by each arbitrator.**

- Judgment on any award by the arbitrators may be entered in any court having jurisdiction over the claim and shall have the same legally binding effect as if the judgment had been rendered in such court.
- **The arbitrators' decision can be challenged in a state or federal court of law only on such basis as are available under the Federal Arbitration Act.**

Confidentiality

The arbitrators' decision is confidential. Neither you nor the Company may publicly disclose the terms of any award unless:

- Agreed to in writing by the other party,
- Subpoenaed by a court to testify,
- Required by law as communication to the Internal Revenue Service, or
- Necessary to enforce or collect on the arbitration decision or award in a filing with a court of competent jurisdiction.

Federal Arbitration Act

The Company is engaged in interstate commerce (for example, purchasing and selling goods and services across state lines, traveling on interstate roadways) and your employment involves such commerce. To the maximum extent possible, the Federal Arbitration Act will govern the interpretation and enforcement of the arbitration proceedings.

The Benefits of Arbitration

Protected Rights

Arbitration offers the same fundamental protections as a court of law. You keep your legal right to seek damages for such things as discrimination, sexual harassment, slander and wrongful termination. It is only the process that changes, from a lengthy, expensive trial to an efficient resolution with experienced arbitrators. And the arbitrators, just like a judge or jury, may award you anything you might seek through a court of law.

Fast Decisions

When a problem is taken to court, it may take years before a final verdict is reached. But with arbitration, a decision can typically be made within a couple of months.

Fair Decisions

Courts hear all types of cases ranging from car accidents to divorces. Judges and juries do not specialize in solving employment problems. But quite a few arbitrators do. Plus, the arbitrators are objective. They do not have any ties to the Company.

Better Relationships

Because arbitration is less formal than litigation and emphasizes a straightforward, open exchange of information, it is much more likely to preserve the working relationship.

Courtroom litigation, on the other hand, often draws clear battle lines and closes the lines of communication.

Information About The American Arbitration Association

The AAA was founded to assist individuals and communities in solving problems outside the courtroom. It is an organization dedicated to providing quality, objective service in settling disputes through mediation and arbitration. The AAA has no connection with the Company. It is a completely independent firm that administers more than 13,000 claims a year across the United States. The AAA is considered a leading resource in administering fair, cost-effective resolution of work-related disputes.

The Arbitrators

The AAA can call upon over 100 professionals to serve as employment dispute arbitrators. These individuals come from a variety of industries and educational backgrounds, and have no relationship to the Company or its representatives. The arbitrators selected cannot have any personal or financial interest in the dispute. Before accepting an appointment, each arbitrator must disclose to the AAA any information that may prevent a prompt meeting or hearing, or create an appearance of bias. If any such information is presented to the AAA, the AAA will communicate that information to you and the Company. Depending on the way you and the Company respond, the AAA may disqualify that individual.

The Address for Form Filing Purposes

The American Arbitration Association
Attn: Regional Claims Administrator
Two Galleria Tower
Suite 1750
13455 Noel Road
Dallas, Texas 75240-6620
Telephone: 800-426-8792

Other Details To Know

Binding Effect

This Program applies to you and the Company without regard to whether you have completed and signed a Dispute Resolution Program Receipt. Adequate consideration for this Program is represented by, among other things, your eligibility for (and not necessarily any receipt of benefits under the Company's Occupational Injury Benefit Plan) and the fact that it is mutually binding on both the Company and you. Any actual payment of benefits under the Company's Occupational Injury Benefit Plan to you shall serve as further consideration for and represent the further agreement of you to the provisions of this Program. This Program shall remain in effect with respect to the Company and you with regard to your refusal of benefits, return of benefit payments to the Company, or ineligibility or cessation of benefits.

Separation and Discharges

If your employment with the Company is terminated, the Program still applies to you for any covered dispute that arose in connection with your employment with the Company or such termination.

Not An Benefit Plan or Employment Agreement

This Program is not subject to ERISA requirements or otherwise dependent upon the benefit provisions of any Company plan in any way. The Program (including the Dispute Resolution Program Receipt form) does not create or imply any contractual or other right of employment. Nor does this Program in any way alter the "at-will" status of your employment. The Company or you may terminate the employment relationship at any time for any or no reason. Any agreement changing the at-will relationship must be in writing and signed by both the employee and an officer of the Company.

This Booklet

This booklet is a complete explanation of the Program. It takes the place of any other verbal or written understanding. No party should rely upon any statements, oral or written, on the subject of arbitration or the effect, enforceability or meaning of any provision of this Program, except as specifically stated in this Program booklet. If any part of this Program is found by a court to be void or unenforceable, the remaining parts of the Program will remain in full force and effect.

Amendment or Termination of Program

The Company reserves the right to change or terminate this Program, in whole or in part, at any time with at least 14 days advance written notice to employees. However, no such change to or termination of this Program will alter the arbitration requirements with respect to, or otherwise affect, claims that have been raised in a "Dispute Processing Form" that is filed prior to the effective date of the change or termination. Any such amendment or termination shall be made pursuant to a formal written action of a representative authorized to act on behalf of the Company.

Governing Law

This Program shall be governed by the laws of the State of Texas, except to the extent preempted by federal law or as otherwise specified in this Program document. To the extent possible, jurisdiction and venue for all disputes subject to this Program, including disputes concerning the Program itself, shall be in Tarrant County, Texas (unless otherwise agreed to in writing by you and the Company).

DISPUTE RESOLUTION PROGRAM RECEIPT

RECEIPT OF MATERIALS. I have received my copy of the written document for the restated **Behavioral Standards for Employment Dispute Resolution (the “Program”)**.

COMPANY POLICY. Except as otherwise specified in the Program’s written document, I understand that this Program applies to all employees of JMK Holdings Management Company, LLC, its subsidiaries, affiliated employers, successors and assigns (the “Company”), including my employer, Reata Restaurants Management Co., LLC. I understand that by becoming employed (or continuing my employment) with the Company at any time on or after May 1, 2014, I am agreeing to comply with this Program.

I will ask my Supervisor or the Company’s Human Resources Department if I have any questions.

EMPLOYEE:

Date Signed: _____

(Signature)

(Print Name)

(Social Security Number)

(Parent or Legal Guardian Signature, if
Employee is under 18)